

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AMAZON.COM, INC., a Delaware corporation; AMAZON.COM SERVICES LLC, a Delaware limited liability company; GENERAL ELECTRIC COMPANY, a New York corporation; and HAIER US APPLIANCE SOLUTIONS, INC., DBA GE APPLIANCES, a Delaware corporation,

Plaintiffs,

v.

Individuals and entities doing business as the following Amazon Selling Accounts: KEXLEWATERFILTERS; HOM-POWER STORE; NO-MIIMS; CLANORY; TOMORROW-CITYSTOR; HOMASZ; ROMAROTIC; DROPSALES; TAMEI-US; DANIELJAMES; ICEPY; WANHAOFILTER; HNAMEZ-US; DOOBOO-US; PURTECH; and BARCELONA-US; and DOES 1-10,

Defendants.

No.:

**COMPLAINT FOR DAMAGES AND
EQUITABLE RELIEF**


I. INTRODUCTION

1. This case involves Defendants' unlawful and expressly prohibited sale of counterfeit GE-branded water filters in the Amazon.com store (the "Amazon Store"). Amazon.com, Inc. and Amazon.com Services LLC (collectively, "Amazon"), and General Electric Company ("General Electric") and Haier US Appliance Solutions, Inc. dba GE Appliances ("GE Appliances") (collectively altogether, "Plaintiffs") jointly bring this lawsuit to

permanently prevent and enjoin Defendants from causing future harm to Plaintiffs' customers, reputations, and intellectual property ("IP"), and to hold Defendants accountable for their illegal actions.

2. Amazon owns and operates the Amazon Store and equivalent counterpart international stores and websites. Amazon's stores offer products and services to customers in more than 100 countries around the globe. Some of the products are sold directly by Amazon, while others are sold by Amazon's numerous third-party selling partners. The Amazon brand is one of the most well-recognized, valuable, and trusted brands in the world. To protect its customers and safeguard its reputation for trustworthiness, Amazon invests heavily in both time and resources to prevent counterfeit and infringing goods from being sold in its stores. In 2021 alone, Amazon invested over \$900 million and employed more than 12,000 people to protect its stores from fraud and abuse. Amazon stopped over 2.5 million suspected bad actor selling accounts before they published a single listing for sale.

3. General Electric owns, manages, enforces, licenses, and maintains IP, including various trademarks. Relevant to this Complaint, General Electric owns the following registered trademarks ("GE Trademarks").

<u>Mark</u>	<u>Registration No. (International Classes)</u>
GE	Registration No. 2,890,028 (IC 009, 011)
	Registration No. 2,663,243 (IC 011)

True and correct copies of the registration certificates for the GE Trademarks are attached as **Exhibit A**. The General Electric company logo—known as the monogram—has existed since shortly after the company was founded by Thomas A. Edison in 1889 and remained largely unchanged for 125 years. The iconic GE logo was recently valued at \$20 billion.

1 10. General Electric Company is a New York corporation with its principal place of
2 business in Boston, Massachusetts.

3 11. Haier US Appliance Solutions, Inc. dba GE Appliances is a Delaware corporation
4 with its principal place of business in Louisville, Kentucky. GE Appliances was previously a
5 division of General Electric until its sale in June 2016 to Haier Smart Home Co., Ltd. Haier US
6 Appliance Solutions, Inc. is a wholly-owned subsidiary of Haier Smart Home Co., Ltd. GE
7 Appliances manufactures appliances under a house of brands that include GE, GE Profile, Café,
8 Monogram, Haier, and Hotpoint.

9 12. Defendants are a collection of individuals and entities, both known and unknown,
10 who conspired and operated in concert with each other to engage in the counterfeiting scheme
11 alleged in this Complaint. Defendants took intentional and affirmative steps to hide their true
12 identities and whereabouts from Plaintiffs by using fake names and/or contact information, and
13 unregistered business to conduct their activities. Defendants are subject to liability for their
14 wrongful conduct both directly and under principles of secondary liability including, without
15 limitation, *respondeat superior*, vicarious liability, and/or contributory infringement.

16 13. On information and belief, at least one defendant is an individual or entity doing
17 business as KexleWaterFilters (the “KexleWaterFilters Defendant” or “KexleWaterFilters
18 Selling Account”) that provided a business address in Brooklyn, New York. On further
19 information and belief, the KexleWaterFilters Defendant personally participated in and/or had
20 the right and ability to supervise, direct, and control the wrongful conduct alleged in this
21 Complaint, and derived a direct financial benefit as a result of that wrongful conduct.

22 14. On information and belief, at least one defendant is an individual or entity doing
23 business as HOM-POWER Store (the “HOM-POWER Store Defendant” or “HOM-POWER
24 Store Selling Account”) that provided a business address in Yichang City, China. On further
25 information and belief, the HOM-POWER Store Defendant personally participated in and/or had
26 the right and ability to supervise, direct, and control the wrongful conduct alleged in this
27 Complaint, and derived a direct financial benefit as a result of that wrongful conduct.

1 15. On information and belief, at least one defendant is an individual or entity doing
2 business as NO-MIIMS (the “NO-MIIMS Defendant” or “NO-MIIMS Selling Account”) that
3 provided a business address in Easton, Maryland. On further information and belief, the NO-
4 MIIMS Defendant personally participated in and/or had the right and ability to supervise, direct,
5 and control the wrongful conduct alleged in this Complaint, and derived a direct financial benefit
6 as a result of that wrongful conduct.

7 16. On information and belief, at least one defendant is an individual or entity doing
8 business as CLANORY (the “CLANORY Defendant” or “CLANORY Selling Account”) that
9 provided a business address in Guangzhou, China. On further information and belief, the
10 CLANORY Defendant personally participated in and/or had the right and ability to supervise,
11 direct, and control the wrongful conduct alleged in this Complaint, and derived a direct financial
12 benefit as a result of that wrongful conduct.

13 17. On information and belief, at least one defendant is an individual or entity doing
14 business as Tomorrow-Citystor (the “Tomorrow-Citystor Defendant” or “Tomorrow-Citystor
15 Selling Account”) that provided a business address in Shenzhen, China. On further information
16 and belief, the Tomorrow-Citystor Defendant personally participated in and/or had the right and
17 ability to supervise, direct, and control the wrongful conduct alleged in this Complaint, and
18 derived a direct financial benefit as a result of that wrongful conduct.

19 18. On information and belief, at least one defendant is an individual or entity doing
20 business as HOMASZ (the “HOMASZ Defendant” or “HOMASZ Selling Account”) that
21 provided a business address in Qingdao, China. On further information and belief, the
22 HOMASZ Defendant personally participated in and/or had the right and ability to supervise,
23 direct, and control the wrongful conduct alleged in this Complaint, and derived a direct financial
24 benefit as a result of that wrongful conduct.

25 19. On information and belief, at least one defendant is an individual or entity doing
26 business as Romarotic (the “Romarotic Defendant” or “Romarotic Selling Account”) that
27 provided a business address in Linthicum Heights, Maryland. On further information and belief,
28 the Romarotic Defendant personally participated in and/or had the right and ability to supervise,

1 direct, and control the wrongful conduct alleged in this Complaint, and derived a direct financial
2 benefit as a result of that wrongful conduct.

3 20. On information and belief, at least one defendant is an individual or entity doing
4 business as Dropsales (the “Dropsales Defendant” or “Dropsales Selling Account”) that provided
5 a business address in Guangzhou, China. On further information and belief, the Dropsales
6 Defendant personally participated in and/or had the right and ability to supervise, direct, and
7 control the wrongful conduct alleged in this Complaint, and derived a direct financial benefit as a
8 result of that wrongful conduct.

9 21. On information and belief, at least one defendant is an individual or entity doing
10 business as Tamei-US (the “Tamei-US Defendant” or “Tamei-US Selling Account”) that
11 provided a business address in Shenzhen, China. On further information and belief, the Tamei-
12 US Defendant personally participated in and/or had the right and ability to supervise, direct, and
13 control the wrongful conduct alleged in this Complaint, and derived a direct financial benefit as a
14 result of that wrongful conduct.

15 22. On information and belief, at least one defendant is an individual or entity doing
16 business as DanielJames (the “DanielJames Defendant” or “DanielJames Selling Account”) that
17 provided a business address in Jinzhong, China. On further information and belief, the
18 DanielJames Defendant personally participated in and/or had the right and ability to supervise,
19 direct, and control the wrongful conduct alleged in this Complaint, and derived a direct financial
20 benefit as a result of that wrongful conduct.

21 23. On information and belief, at least one defendant is an individual or entity doing
22 business as icepy (the “icepy Defendant” or “icepy Selling Account”) that provided a business
23 address in Yichang, China. On further information and belief, the icepy Defendant personally
24 participated in and/or had the right and ability to supervise, direct, and control the wrongful
25 conduct alleged in this Complaint, and derived a direct financial benefit as a result of that
26 wrongful conduct.

27 24. On information and belief, at least one defendant is an individual or entity doing
28 business as WanHaoFilter (the “WanHaoFilter Defendant” or “WanHaoFilter Selling Account”)

1 that provided a business address in Yichang, China. On further information and belief, the
2 WanHaoFilter Defendant personally participated in and/or had the right and ability to supervise,
3 direct, and control the wrongful conduct alleged in this Complaint, and derived a direct financial
4 benefit as a result of that wrongful conduct.

5 25. On information and belief, at least one defendant is an individual or entity doing
6 business as HNAMEZ-US (the “HNAMEZ-US Defendant” or “HNAMEZ-US Selling Account”) that
7 provided a business address in Haikou, China. On further information and belief, the HNAMEZ-
8 US Defendant personally participated in and/or had the right and ability to supervise, direct, and
9 control the wrongful conduct alleged in this Complaint, and derived a direct financial benefit as a
10 result of that wrongful conduct.

11 26. On information and belief, at least one defendant is an individual or entity doing
12 business as DOOBOO-US (the “DOOBOO-US Defendant” or “DOOBOO Selling Account”)
13 that provided a business address in Yichang, China. On further information and belief, the
14 DOOBOO-US Defendant personally participated in and/or had the right and ability to supervise,
15 direct, and control the wrongful conduct alleged in this Complaint, and derived a direct financial
16 benefit as a result of that wrongful conduct.

17 27. On information and belief, at least one defendant is an individual or entity doing
18 business as Purtech (the “Purtech Defendant” or “Purtech Selling Account”) that provided a
19 business address in Suzhou, China. On further information and belief, the Purtech Defendant
20 personally participated in and/or had the right and ability to supervise, direct, and control the
21 wrongful conduct alleged in this Complaint, and derived a direct financial benefit as a result of
22 that wrongful conduct.

23 28. On information and belief, at least one defendant is an individual or entity doing
24 business as Barcelona-US (the “Barcelona-US Defendant” or “Barcelona-US Selling Account”)
25 that provided a business address in Walnut, California. On further information and belief,
26 Defendant Barcelona-US personally participated in and/or had the right and ability to supervise,
27 direct, and control the wrongful conduct alleged in this Complaint, and derived a direct financial
28 benefit as a result of that wrongful conduct.

29. On information and belief, Defendants Does 1-10 (the “Doe Defendants”) are individuals and entities working in active concert with each other and the named Defendants to knowingly and willfully manufacture, import, advertise, market, offer, and sell counterfeit GE-branded products. The identities of the Doe Defendants are presently unknown to Plaintiffs.

III. JURISDICTION AND VENUE

30. The Court has subject matter jurisdiction over General Electric’s Lanham Act claim for trademark infringement, and Amazon’s, General Electric’s, and GE Appliances’ Lanham Act claims for false designation of origin and false advertising, pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a). The Court has subject matter jurisdiction over Plaintiffs’ claims for violation of the Washington Consumer Protection Act pursuant to 28 U.S.C. §§ 1332 and 1367.

31. The Court has personal jurisdiction over all Defendants because they transacted business and committed tortious acts within and directed to the State of Washington, and Plaintiffs’ claims arise from those activities. Defendants affirmatively undertook to do business with Amazon, a corporation with its principal place of business in Washington, and sold in the Amazon Store water filters bearing counterfeit versions of the GE Trademarks and which otherwise infringed General Electric’s IP. Defendants shipped products bearing counterfeit versions of the GE Trademarks to consumers in Washington. Each of the Defendants committed, or facilitated the commission of, tortious acts in Washington and has wrongfully caused Plaintiffs substantial injury in Washington.

32. Further, the named Defendants have consented to the jurisdiction of this Court by agreeing to the Amazon Services Business Solutions Agreement (“BSA”), which provides that the “Governing Courts” for claims to enjoin infringement or misuse of intellectual property rights are state or federal courts located in King County, Washington.

33. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to the claims occurred in the Western District of Washington.

1 34. Venue is also proper in this Court because Defendants consented to it under the
2 BSA.

3 35. Pursuant to Local Civil Rule 3(e), intra-district assignment to the Seattle Division
4 is proper because the claims arose in this Division, where (a) Amazon resides, (b) injuries giving
5 rise to suit occurred, and (c) Defendants directed their unlawful conduct.

6 IV. FACTS

7 A. Amazon's Efforts to Prevent the Sale of Counterfeit Goods

8 36. Amazon works hard to build and protect the reputation of its stores as a place
9 where customers can conveniently select from a wide array of authentic goods and services at
10 competitive prices. Amazon invests vast resources to ensure that when customers make
11 purchases in Amazon's stores—either directly from Amazon or from one of its millions of third-
12 party sellers—customers receive authentic products made by the true manufacturer of those
13 products.

14 37. A small number of bad actors seek to take advantage of the trust that customers
15 place in Amazon by attempting to create Amazon selling accounts to advertise, market, offer,
16 and sell counterfeit products. These bad actors seek to misuse and infringe the trademarks and
17 other IP of the true manufacturers of those products to deceive Amazon and its customers. This
18 unlawful and expressly prohibited conduct undermines the trust that customers, sellers, and
19 manufacturers place in Amazon, and tarnishes Amazon's brand and reputation, thereby causing
20 irreparable harm to Amazon.

21 38. Amazon prohibits the sale of inauthentic and fraudulent products and is constantly
22 innovating on behalf of customers and working with brands, manufacturers, rights owners, and
23 others to improve the detection and prevention of counterfeit products from ever being offered to
24 customers in Amazon's stores. Amazon employs dedicated teams of software engineers,
25 research scientists, program managers, and investigators to prevent counterfeits from being
26 offered in Amazon's stores. Amazon's systems automatically and continuously scan thousands
27 of data points to detect and remove counterfeits from its stores and to terminate the selling
28 accounts of bad actors before they can offer counterfeit products. When Amazon identifies

1 issues based on this feedback, it takes action to address them. Amazon also uses this intelligence
2 to improve its proactive prevention controls.

3 39. In 2017, Amazon launched the Amazon Brand Registry, a free service to any
4 rights owner with a government-registered trademark, regardless of the brand's relationship with
5 Amazon. Brand Registry delivers automated brand protections that use machine learning to
6 predict infringement and proactively protect brands' IP. Brand Registry also provides a powerful
7 Report a Violation Tool that allows brands to search for and accurately report potentially
8 infringing products using state-of-the-art image search technology. More than 700,000 brands,
9 including General Electric and GE Appliances, are enrolled in Brand Registry, and those brands
10 are finding and reporting 99% fewer suspected infringements since joining Brand Registry.

11 40. In 2018, Amazon launched Transparency, a product serialization service that
12 effectively eliminates counterfeits for enrolled products. Brands enrolled in Transparency can
13 apply a unique 2D code to every unit they manufacture, which allows Amazon, other retailers,
14 law enforcement, and customers to determine the authenticity of any Transparency-enabled
15 product, regardless of where the product was purchased. In 2021, over 23,000 brands were using
16 Transparency, enabling the protection of more than 750 million product units.

17 41. In 2019, Amazon launched Amazon Project Zero, a program to empower brands
18 to help Amazon drive counterfeits to zero. Amazon's Project Zero introduced a novel self-
19 service counterfeit removal tool that enables brands to remove counterfeit listings directly from
20 Amazon's stores. This enables brands to take down counterfeit product offerings on their own
21 within minutes. In 2021, there were more than 20,000 brands enrolled in Project Zero. For
22 every listing removed by a brand, Amazon's automated protections removed more than 1,000
23 listings through scaled technology and machine learning, stopping those listings from appearing
24 in Amazon's stores.

25 42. Amazon has robust seller verification processes, deploying industry-leading
26 technology to analyze hundreds of unique data points and robust processes to verify information
27 provided by potential sellers. In 2021, Amazon prevented over 2.5 million attempts to create
28 new selling accounts, stopping bad actors before they published a single product for sale.

1 Amazon is also constantly innovating on these tools and systems. For example, Amazon
2 requires prospective sellers to have one-on-one conversations with one of its team members to
3 verify the seller's identity and documentation, further enhanced through verification of the
4 seller's physical location and payment instruments. Amazon also leverages machine learning
5 models that use hundreds of data points about the prospective account to detect risk, including
6 relations to previously-enforced bad actors. These measures have made it more difficult for bad
7 actors to hide.

8 43. Once a seller begins selling in Amazon's stores, Amazon continues to monitor the
9 selling account's activities for risks. If Amazon identifies a bad actor, it closes that actor's
10 selling account, withholds funds disbursement, and investigates whether other accounts are
11 involved in unlawful activities.

12 44. In addition to the measures discussed above, Amazon actively cooperates with
13 rights owners and law enforcement to identify and prosecute bad actors suspected of engaging in
14 illegal activity. Lawsuits, like this one, are integral components of Amazon's efforts to combat
15 counterfeits.

16 **B. GE Appliances and Its Anti-Counterfeiting Efforts**

17 45. GE Appliances goes to great lengths to protect consumers from counterfeits of its
18 products and is committed to leading efforts to combat counterfeit products. GE Appliances
19 utilizes both internal and external resources to combat counterfeits and piracy online. For
20 example, GE Appliances has worked cooperatively with U.S. Customs and Border Protection
21 ("CBP") in connection with CBP's port seizures of counterfeit GE-branded water filters.
22 Additionally, GE Appliances trains internal staff who monitor online retailer sites around the
23 world for intellectual property infringements and counterfeit sellers. GE Appliances also hires
24 personnel who are qualified to identify genuine GE-branded water filters and water filters that
25 claim to be GE-branded that are counterfeit. GE Appliances has also invested in technology
26 solutions to thwart potential counterfeiting efforts in newer water filter models.

27 46. GE Appliances is also committed to leading public advocacy efforts to combat
28 counterfeit products. Those efforts include partnering with the Association of Home Appliance

Manufacturers in connection with its “Filter it Out” counterfeit water filter awareness campaign. Through that campaign, GE Appliances helped develop evidence that counterfeit water filters not only fail to perform as advertised, but in several cases can also introduce harmful contaminants into drinking water.

C. The Defendants Created Amazon Selling Accounts and Agreed Not to Sell Counterfeit Goods

47. The Defendants controlled and operated the sixteen selling accounts identified in Section D below, through which they sought to advertise, market, sell, and distribute counterfeit GE-branded products. In connection with these selling accounts, Defendants provided names, email addresses, and banking information for each account. On information and belief, the Defendants took active steps to mislead Amazon and conceal their true locations and identities by providing false information.

48. To become a third-party seller in the Amazon Store, sellers are required to agree to the BSA, which governs the applicant’s access to and use of Amazon’s services and states Amazon’s rules for selling in the Amazon Store. By entering into the BSA, each seller represents and warrants that it “will comply with all applicable Laws in [the] performance of its obligations and exercise of its rights” under the BSA. A true and correct copy of the applicable version of the BSA, namely, the version the Defendants last agreed to when using Amazon’s Services, is attached as **Exhibit B**.

49. Under the terms of the BSA, Amazon specifically identifies the sale of counterfeit goods as “deceptive, fraudulent, or illegal activity” in violation of Amazon’s policies, reserving the right to withhold payments and terminate the account of any seller who engages in such conduct. Ex. B, ¶¶ 2-3. The BSA requires the seller to defend, indemnify, and hold harmless Amazon against any claims or losses arising from the seller’s “actual or alleged infringement of any Intellectual Property Rights.” *Id.* ¶ 6.1.

50. Additionally, the BSA incorporates, and sellers therefore agree to be bound by, Amazon’s Anti-Counterfeiting Policy, the applicable version of which is attached as **Exhibit C**.

1 The Anti-Counterfeiting Policy expressly prohibits the sale of counterfeit goods in the Amazon
2 Store:

- 3 • The sale of counterfeit products is strictly prohibited.
- 4 • You may not sell any products that are not legal for sale, such as
5 products that have been illegally replicated, reproduced, or
6 manufactured[.]
- 7 • You must provide records about the authenticity of your products if
8 Amazon requests that documentation[.]

9 Failure to abide by this policy may result in loss of selling privileges, funds being
10 withheld, destruction of inventory in our fulfillment centers, and other legal
11 consequences.

12 51. Amazon's Anti-Counterfeiting Policy further describes Amazon's commitment to
13 preventing the sale and distribution of counterfeit goods in the Amazon Store together with the
14 consequences of doing so:

- 15 • Sell Only Authentic and Legal Products. It is your responsibility to
16 source, sell, and fulfill only authentic products that are legal for sale.
17 Examples of prohibited products include:
 - 18 ○ Bootlegs, fakes, or pirated copies of products or content
 - 19 ○ Products that have been illegally replicated, reproduced, or
20 manufactured
 - 21 ○ Products that infringe another party's intellectual property
22 rights
- 23 • Maintain and Provide Inventory Records. Amazon may request that
24 you provide documentation (such as invoices) showing the
25 authenticity of your products or your authorization to list them for
26 sale. You may remove pricing information from these documents,
27 but providing documents that have been edited in any other way or
28 that are misleading is a violation of this policy and will lead to
enforcement against your account.
- Consequences of Selling Inauthentic Products. If you sell
inauthentic products, we may immediately suspend or terminate
your Amazon selling account (and any related accounts), destroy
any inauthentic products in our fulfillment centers at your expense,
and/or withhold payments to you.

- Amazon Takes Action to Protect Customers and Rights Owners. Amazon also works with manufacturers, rights holders, content owners, vendors, and sellers to improve the ways we detect and prevent inauthentic products from reaching our customers. As a result of our detection and enforcement activities, Amazon may:
 - Remove suspect listings.
 - Take legal action against parties who knowingly violate this policy and harm our customers. In addition to criminal fines and imprisonment, sellers and suppliers of inauthentic products may face civil penalties including the loss of any amounts received from the sale of inauthentic products, the damage or harm sustained by the rights holders, statutory and other damages, and attorney's fees.
- Reporting Inauthentic Products. We stand behind the products sold on our site with our A-to-z Guarantee, and we encourage rights owners who have product authenticity concerns to notify us. We will promptly investigate and take all appropriate actions to protect customers, sellers, and rights holders. You may view counterfeit complaints on the Account Health page in Seller Central.

52. When they registered as third-party sellers in the Amazon Store and established their selling accounts, the Defendants agreed not to advertise, market, offer, sell, or distribute counterfeit products.

D. Defendants' Sale of Counterfeit GE-Branded Products

53. The Defendants advertised, marketed, offered, and sold water filters bearing counterfeit versions of the GE Trademarks in the Amazon Store.

54. In multiple instances, Amazon quarantined the versions of the water filters that the Defendants shipped to Amazon for sale and sent samples to GE Appliances representatives for review. GE Appliances, in turn, confirmed that the samples are counterfeit, *i.e.*, are infringing products made to imitate authentic GE water filters and bear marks that are identical to or substantially indistinguishable from GE's Trademarks.

55. In another instance, as set forth below, Plaintiffs also facilitated test purchases from a common supplier used by many of the Defendants and determined that the purported GE-branded water filters that it supplied are counterfeit.

i. KexleWaterFilters Selling Account

56. At all times described herein, the KexleWaterFilters Selling Account was controlled and operated by the KexleWaterFilters Defendant and, on information and belief, other unknown parties.

57. From November 28, 2020 through at least June 20, 2021, the KexleWaterFilters Defendant advertised, marketed, offered, and sold inauthentic water filters in the Amazon Store bearing unauthorized GE Trademarks through the KexleWaterFilters Selling Account. Amazon quarantined inauthentic GE-branded water filters that the KexleWaterFilters Defendant shipped to Amazon for sale and sent a sample to GE Appliances representatives for review. GE Appliances examined the product and determined it was a counterfeit.

ii. HOM-POWER Store Selling Account

58. At all times described herein, the HOM-POWER Store Selling Account was controlled and operated by the HOM-POWER Store Defendant and, on information and belief, other unknown parties.

59. From July 22, 2020, through at least June 1, 2021, the HOM-POWER Store Defendant advertised, marketed, offered, and sold inauthentic water filters in the Amazon Store bearing unauthorized GE Trademarks through the HOM-POWER Store Selling Account. Amazon quarantined inauthentic GE-branded water filters that the HOM-POWER Store Defendant shipped to Amazon for sale and sent a sample to GE Appliances representatives for review. GE Appliances examined the product and determined it was a counterfeit.

iii. NO-MIIMS Selling Account

60. At all times described herein, the NO-MIIMS Selling Account was controlled and operated by the NO-MIIMS Defendant and, on information and belief, other unknown parties.

61. From February 10, 2021, through at least May 14, 2021, the NO-MIIMS Defendant advertised, marketed, offered, and sold inauthentic water filters in the Amazon Store bearing unauthorized GE Trademarks through the NO-MIIMS Selling Account. Amazon quarantined an inauthentic GE-branded water filter that the NO-MIIMS Defendant shipped to

1 Amazon for sale and sent a sample to GE Appliances representatives for review. GE Appliances
2 examined the product and determined it was a counterfeit.

3 **iv. CLANORY Selling Account**

4 62. At all times described herein, the CLANORY Selling Account was controlled and
5 operated by the CLANORY Defendant and, on information and belief, other unknown parties.

6 63. From November 18, 2019, through at least June 7, 2021, the CLANORY
7 Defendant advertised, marketed, offered, and sold inauthentic water filters in the Amazon Store
8 bearing unauthorized GE Trademarks through the CLANORY Selling Account. Amazon
9 quarantined an inauthentic GE-branded water filter that the CLANORY Defendant shipped to
10 Amazon for sale and sent a sample to GE Appliances representatives for review. GE Appliances
11 examined the product and determined it was a counterfeit.

12 **v. Tomorrow-Citystor Selling Account**

13 64. At all times described herein, the Tomorrow-Citystor Selling Account was
14 controlled and operated by the Tomorrow-Citystor Defendant and, on information and belief,
15 other unknown parties.

16 65. From August 10, 2020, through at least May 29, 2021, the Tomorrow-Citystor
17 Defendant advertised, marketed, offered, and sold inauthentic water filters in the Amazon Store
18 bearing unauthorized GE Trademarks through the Tomorrow-Citystor Selling Account. Amazon
19 quarantined an inauthentic GE-branded water filter that the Tomorrow-Citystor Defendant
20 shipped to Amazon for sale and sent a sample to GE Appliances representatives for review. GE
21 Appliances examined the product and determined it was a counterfeit.

22 **vi. HOMASZ Selling Account**

23 66. At all times described herein, the HOMASZ Selling Account was controlled and
24 operated by the HOMASZ Defendant and, on information and belief, other unknown parties.

25 67. From October 31, 2020, through at least May 30, 2021, the HOMASZ Defendant
26 advertised, marketed, offered, and sold inauthentic water filters in the Amazon Store bearing
27 unauthorized GE Trademarks through the HOMASZ Selling Account. Amazon quarantined an
28 inauthentic GE-branded water filter that the HOMASZ Defendant shipped to Amazon for sale

1 and sent a sample to GE Appliances representatives for review. GE Appliances examined the
2 product and determined it was a counterfeit.

3 **vii. Romarotic Selling Account**

4 68. At all times described herein, the Romarotic Selling Account was controlled and
5 operated by the Romarotic Defendant and, on information and belief, other unknown parties.

6 69. From January 14, 2020, through at least May 5, 2021, the Romarotic Defendant
7 advertised, marketed, offered, and sold inauthentic water filters in the Amazon Store bearing
8 unauthorized GE Trademarks through the Romarotic Selling Account. Amazon quarantined an
9 inauthentic GE-branded water filter that the Romarotic Defendant shipped to Amazon for sale
10 and sent a sample to GE Appliances representatives for review. GE Appliances examined the
11 product and determined it was a counterfeit.

12 **viii. Dropsales Selling Account**

13 70. At all times described herein, the Dropsales Selling Account was controlled and
14 operated by the Dropsales Defendant and, on information and belief, other unknown parties.

15 71. From November 29, 2019, through at least September 13, 2020, the Dropsales
16 Defendant advertised, marketed, offered, and sold inauthentic water filters in the Amazon Store
17 bearing unauthorized GE Trademarks through the Dropsales Selling Account. Amazon
18 quarantined an inauthentic GE-branded water filter that the Dropsales Defendant shipped to
19 Amazon for sale and sent a sample to GE Appliances representatives for review. GE Appliances
20 examined the product and determined it was a counterfeit.

21 **ix. Tamei-US Selling Account**

22 72. At all times described herein, the Tamei-US Selling Account was controlled and
23 operated by the Tamei-US Defendant and, on information and belief, other unknown parties.

24 73. From August 19, 2020, through at least May 14, 2021, the Tamei-US Defendant
25 advertised, marketed, offered, and sold inauthentic water filters in the Amazon Store bearing
26 unauthorized GE Trademarks through the Tamei-US Selling Account. Amazon quarantined an
27 inauthentic GE-branded water filter that the Tamei-US Defendant shipped to Amazon for sale
28

1 and sent a sample to GE Appliances representatives for review. GE Appliances examined the
2 product and determined it was a counterfeit.

3 **x. DanielJames Selling Account**

4 74. At all times described herein, the DanielJames Selling Account was controlled
5 and operated by the DanielJames Defendant and, on information and belief, other unknown
6 parties.

7 75. From October 15, 2020, through at least June 16, 2021, the DanielJames
8 Defendant advertised, marketed, offered, and sold inauthentic water filters in the Amazon Store
9 bearing unauthorized GE Trademarks through the DanielJames Selling Account. Amazon
10 quarantined an inauthentic GE-branded water filter that the DanielJames Defendant shipped to
11 Amazon for sale and sent a sample to GE Appliances representatives for review. GE Appliances
12 examined the product and determined it was a counterfeit.

13 **xi. icepy Selling Account**

14 76. At all times described herein, the icepy Selling Account was controlled and
15 operated by the icepy Defendant and, on information and belief, other unknown parties.

16 77. From approximately August 25, 2020 through at least December 31, 2020, the
17 icepy Defendant advertised, marketed, offered, and sold inauthentic water filters in the Amazon
18 Store bearing unauthorized GE Trademarks through the icepy Selling Account. Amazon
19 quarantined an inauthentic GE-branded water filter that the icepy Defendant shipped to Amazon
20 for sale and sent a sample to GE Appliances representatives for review. GE Appliances
21 examined the product and determined it was a counterfeit.

22 **xii. WanHaoFilter Selling Account**

23 78. At all times described herein, the WanHaoFilter Selling Account was controlled
24 and operated by the WanHaoFilter Defendant and, on information and belief, other unknown
25 parties.

26 79. From approximately November 1, 2020 through at least June 19, 2021, the
27 WanHaoFilter Defendant advertised, marketed, offered, and sold inauthentic water filters in the
28 Amazon Store bearing unauthorized GE Trademarks through the WanHaoFilter Selling Account.

1 Amazon quarantined an inauthentic GE-branded water filter that the WanHaoFilter Defendant
2 shipped to Amazon for sale and sent a sample to GE Appliances representatives for review. GE
3 Appliances examined the product and determined it was a counterfeit.

4 **xiii. HNAMEZ-US Selling Account**

5 80. At all times described herein, the HNAMEZ-US Selling Account was controlled
6 and operated by the HNAMEZ-US Defendant and, on information and belief, other unknown
7 parties.

8 81. From approximately October 28, 2020 through at least May 15, 2021, the
9 HNAMEZ-US Defendant advertised, marketed, offered, and sold inauthentic water filters in the
10 Amazon Store bearing unauthorized GE Trademarks through the HNAMEZ-US Selling Account.
11 Amazon quarantined an inauthentic GE-branded water filter that the HNAMEZ-US Defendant
12 shipped to Amazon for sale and sent a sample to GE Appliances representatives for review. GE
13 Appliances examined the product and determined it was a counterfeit.

14 **xiv. DooBoo-US Selling Account**

15 82. At all times described herein, the DooBoo-US Selling Account was controlled and
16 operated by the DooBoo-US Defendant and, on information and belief, other unknown parties.

17 83. From approximately November 19, 2020 through at least June 6, 2021, the
18 DooBoo-US Defendant advertised, marketed, offered, and sold inauthentic water filters in the
19 Amazon Store bearing unauthorized GE Trademarks through the DooBoo-US Selling Account.
20 Amazon quarantined an inauthentic GE-branded water filter that the DooBoo-US Defendant
21 shipped to Amazon for sale and sent a sample to GE Appliances representatives for review. GE
22 Appliances examined the product and determined it was a counterfeit.

23 **xv. Purtech Selling Account**

24 84. At all times described herein, the Purtech Selling Account was controlled and
25 operated by the Purtech Defendant and, on information and belief, other unknown parties.

26 85. From approximately July 31, 2020 through at least September 14, 2021, the
27 Purtech Defendant advertised, marketed, offered, and sold inauthentic water filters in the
28 Amazon Store bearing unauthorized GE Trademarks through the Purtech Selling Account.

1 Amazon quarantined an inauthentic GE-branded water filter that the Purtech Defendant shipped
2 to Amazon for sale and sent a sample to GE Appliances representatives for review. GE
3 Appliances examined the product and determined it was a counterfeit.

4 **xvi. Barcelona-US Selling Account**

5 86. At all times described herein, the Barcelona-US Selling Account was controlled
6 and operated by the Barcelona-US Defendant and, on information and belief, other unknown
7 parties.

8 87. From approximately January 18, 2021 through at least March 17, 2021, the
9 Barcelona-US Defendant advertised, marketed, offered, and sold inauthentic water filters in the
10 Amazon Store bearing unauthorized GE Trademarks through the Barcelona-US Selling Account.
11 Amazon quarantined an inauthentic GE-branded water filter that the Barcelona-US Defendant
12 shipped to Amazon for sale and sent a sample to GE Appliances representatives for review. GE
13 Appliances examined the product and determined it was a counterfeit.

14 **E. Defendants' Coordinated Sale of Counterfeit GE-Branded Products**

15 88. On information and belief, Defendants operated in concert with one another and
16 with other parties in their counterfeiting activities.

17 89. The Defendants are associated through common physical addresses, shipping
18 addresses, phone numbers, email addresses, and/or IP addresses provided to Amazon or used to
19 access their Amazon Selling Accounts. Defendants' association is further demonstrated through
20 Defendants' use of similar deceptive tactics to evade detection, the use of the same suppliers, and
21 the use of interconnected and/or substantially similar listings.

22 **F. Amazon Shut Down the Defendants' Selling Accounts**

23 90. By selling counterfeit GE-branded products, the Defendants falsely represented to
24 Amazon and its customers that the products Defendants sold were genuine products made by GE
25 Appliances. The Defendants also knowingly and willfully used General Electric's IP in
26 connection with the advertisement, marketing, distribution, offering for sale, and sale of the
27 counterfeit and infringing GE-branded products.

91. At all times, the Defendants knew they were prohibited from violating third-party IP rights or any applicable laws while selling products in the Amazon Store. The Defendants have deceived Amazon's customers and Amazon, infringed and misused the IP rights of General Electric, harmed the integrity of and customer trust in the Amazon Store, and tarnished Amazon's and General Electric's brands.

92. Once Amazon verified the Defendants' unlawful sale of the counterfeit GE-branded products, it blocked the Defendants' Selling Accounts. In doing so, Amazon exercised its rights under the BSA to protect customers and the reputations of Plaintiffs.

93. Pursuant to Amazon's A-to-z Guarantee, Amazon also proactively issued full refunds to customers who purchased purported GE-branded products from the Defendants. Defendants have not reimbursed Amazon.

V. CLAIMS

FIRST CLAIM

(by General Electric against all Defendants)
Trademark Infringement – 15 U.S.C. § 1114

94. Plaintiff General Electric incorporates by reference the allegations of the preceding paragraphs as though set forth herein.

95. Defendants' activities constitute infringement of the GE Trademarks as described in the paragraphs above.

96. Pursuant to a license granted by General Electric, GE Appliances advertises, markets, offers, and sells products using the GE Trademarks described above and uses those trademarks to distinguish its products from the products and related items of others in the same or related fields.

97. Because of GE Appliances' long, continuous, and licensed use of the GE Trademarks identified in this Complaint, the GE Trademarks have come to mean and are understood by customers and the public to signify products from General Electric and GE Appliances.

98. Defendants unlawfully advertised, marketed, offered, and sold water filters bearing counterfeit versions of the GE Trademarks with the intent and likelihood of causing

customer confusion, mistake, and deception as to the products' source, origin, and authenticity. Specifically, Defendants intended for customers to believe, incorrectly, that the products originated from, were affiliated with, and/or were authorized by General Electric or GE Appliances, and likely caused such erroneous customer beliefs.

99. As a result of Defendants' wrongful conduct, General Electric is entitled to recover its actual damages, Defendants' profits attributable to the infringement, and treble damages and attorneys' fees pursuant to 15 U.S.C. § 1117(a) and (b). Alternatively, General Electric is entitled to statutory damages under 15 U.S.C. § 1117(c).

100. General Electric is further entitled to injunctive relief, including an order impounding all infringing products and promotional materials in Defendants' possession. General Electric has no adequate remedy at law for Defendants' wrongful conduct because, among other things: (a) the GE Trademarks are unique and valuable properties that have no readily determinable market value; (b) Defendants' infringement constitutes harm to General Electric and General Electric's reputation and goodwill such that General Electric could not be made whole by any monetary award; (c) if Defendants' wrongful conduct is allowed to continue, the public is likely to become further confused, mistaken, or deceived as to the source, origin, or authenticity of the infringing materials; and (d) Defendants' wrongful conduct and the resulting harm to General Electric is likely to be continuing.

SECOND CLAIM

(by General Electric and GE Appliances against all Defendants) **False Designation of Origin and False Advertising – 15 U.S.C. § 1125(a)**

101. Plaintiffs General Electric and GE Appliances incorporate by reference the allegations of the preceding paragraphs as though set forth herein.

102. General Electric owns the GE Trademarks and has granted a license to GE Appliances to advertise, market, offer, and sell products using the GE Trademarks described above and uses those trademarks to distinguish its products from the products and related items of others in the same or related fields.

103. Because of GE Appliances' long, continuous, and licensed use of the GE Trademarks for water filters, they have come to mean and are understood by customers, end users, and the public to signify products from General Electric and GE Appliances.

104. Defendants' wrongful conduct includes the infringement of the GE Trademarks in connection with Defendants' commercial advertising or promotion, and the offering for sale and sale of a counterfeit GE-branded product in interstate commerce.

105. In advertising, marketing, offering, and selling products bearing counterfeit versions of the GE Trademarks, Defendants have used, and on information and belief continue to use, the trademarks referenced above to compete unfairly with General Electric and GE Appliances and to deceive customers. Upon information and belief, Defendants' wrongful conduct misleads and confuses customers and the public as to the origin and authenticity of the goods and services advertised, marketed, offered, or sold in connection with the GE Trademarks and wrongfully trades upon General Electric's and GE Appliances' goodwill and business reputations.

106. Defendants' conduct constitutes (a) false designation of origin, (b) false or misleading description, and (c) false or misleading representation that products originate from or are authorized by General Electric or GE Appliances, all in violation of 15 U.S.C. § 1125(a)(1)(A).

107. Defendants' conduct also constitutes willful false statements in connection with goods and/or services distributed in interstate commerce in violation of 15 U.S.C. § 1125(a)(1)(B).

108. General Electric and GE Appliances are entitled to an injunction against Defendants, their officers, agents, representatives, servants, employees, successors and assigns, and all other persons in active concert or participation with them, as set forth in the Prayer for Relief below. Defendants' acts have caused irreparable injury to General Electric and GE Appliances that, on information and belief, is continuing. An award of monetary damages cannot fully compensate General Electric and GE Appliances for their injuries, and General Electric and GE Appliances lack an adequate remedy at law.

109. General Electric and GE Appliances are further entitled to recover Defendants' profits, General Electric's and GE Appliances' damages for their losses, and General Electric's and GE Appliances' costs to investigate and remediate Defendants' conduct and bring this action, including their attorneys' fees, in an amount to be determined. General Electric and GE Appliances are also entitled to the trebling of any damages award as allowed by law.

THIRD CLAIM

(by Amazon against all Defendants)

False Designation of Origin and False Advertising – 15 U.S.C. § 1125(a)

110. Plaintiff Amazon incorporates by reference the allegations of the preceding paragraphs as though set forth herein.

111. Amazon's reputation for trustworthiness is at the heart of its relationship with customers. Defendants' actions in selling counterfeits pose a threat to Amazon's reputation because they undermine and jeopardize customer trust in the Amazon Store.

112. The Defendants deceived Amazon and its customers about the authenticity of the products they were advertising, marketing, offering, and selling, in direct and willful violation of the BSA and Amazon's Anti-Counterfeiting Policies. The Defendants' deceptive acts were material to Amazon's decision to allow the Defendants to sell their products in the Amazon Store because Amazon would not have allowed the Defendants to do so but for their deceptive acts.

113. In advertising, marketing, offering, and selling counterfeit GE products in the Amazon Store, Defendants made false and misleading statements of fact about the origin, sponsorship, or approval of those products in violation of 15 U.S.C. § 1125(a)(1)(A).

114. Defendants' acts also constitute willful false statements in connection with goods and/or services distributed in interstate commerce in violation of 15 U.S.C. § 1125(a)(1)(B).

115. As described above, Defendants, through their illegal acts, have willfully deceived Amazon and its customers, jeopardized the trust that customers place in the Amazon Store, tarnished Amazon's brand and reputation, and harmed Amazon and its customers. Defendants' misconduct has also caused Amazon to expend significant resources to investigate and combat Defendants' wrongdoing and to bring this lawsuit to prevent Defendants from causing further harm to Amazon and its customers. Defendants' illegal acts have caused

1 irreparable injury to Amazon and, on information and belief, that injury is ongoing at least to the
 2 extent that Defendants continue to establish selling accounts under different or false identities.
 3 An award of monetary damages alone cannot fully compensate Amazon for its injuries, and thus
 4 Amazon lacks an adequate remedy at law.

5 116. Amazon is entitled to an injunction against Defendants, their officers, agents,
 6 representatives, servants, employees, successors and assigns, and all other persons in active
 7 concert or participation with them, as set forth in the Prayer for Relief below, along with its
 8 attorneys' fees and costs in bringing this lawsuit.

9 **FOURTH CLAIM**

10 *(by all Plaintiffs against all Defendants)*

11 **Violation of Washington Consumer Protection Act, RCW 19.86.010 et seq.**

12 117. Plaintiffs incorporate by reference the allegations of the preceding paragraphs as
 13 though set forth herein.

14 118. Defendants' advertising, marketing, offering, and selling of counterfeit GE-
 15 branded products constitute an unfair method of competition and unfair and deceptive acts or
 16 practices in the conduct of trade or commerce, in violation of RCW 19.86.020.

17 119. Defendants' advertising, marketing, offering, and selling of counterfeit GE-
 18 branded products harm the public interest by deceiving customers about the authenticity, origins,
 19 and sponsorship of the products.

20 120. Defendants' advertising, marketing, offering, and selling of counterfeit GE-
 21 branded products directly and proximately cause harm to and tarnish Plaintiffs' reputations and
 22 brands, and damage their business and property interests and rights.

23 121. Accordingly, Plaintiffs seek to enjoin further violations of RCW 19.86.020 and
 24 recover their attorneys' fees and costs. General Electric and GE Appliances further seek to
 25 recover their actual damages, trebled.

26 **VI. PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiffs respectfully pray for the following relief:

28 A. That the Court issue an order permanently enjoining Defendants, their officers,
 agents, representatives, servants, employees, successors, and assigns, and all others in active

concert or participation with them, from:

- (i) selling products in Amazon's stores;
- (ii) selling products to Amazon or any affiliate;
- (iii) opening or attempting to open any Amazon selling accounts;
- (iv) manufacturing, distributing, offering to sell, or selling any product using General Electric's brand or trademarks, or which otherwise infringes General Electric's intellectual property, on any platform or in any medium; and
- (v) assisting, aiding, or abetting any other person or business entity in engaging or performing any of the activities referenced in subparagraphs (i) through (iv) above.

B. That the Court enter judgment in Plaintiffs' favor on all claims brought by them;

C. That the Court enter an order pursuant to 15 U.S.C. § 1116 impounding and permitting destruction of all counterfeit and infringing products bearing the GE Trademarks or that otherwise infringe General Electric's IP, and any related materials, including business records and materials used to reproduce any infringing products, in Defendants' possession or under their control;

D. That the Court enter an order requiring Defendants to provide Plaintiffs a full and complete accounting of all amounts due and owing to Plaintiffs as a result of Defendants' unlawful activities;

E. That Defendants be required to pay all general, special, and actual damages which General Electric and GE Appliances have sustained, or will sustain as a consequence of Defendants' unlawful acts, plus the Defendants' profits from the unlawful conduct described herein, together with General Electric's and GE Appliances' statutory damages, and that General Electric's and GE Appliances' damages be enhanced, doubled, or trebled as provided for by 15 U.S.C. § 1117(b) and (c), RCW 19.86.020, or otherwise allowed by law;

F. That Defendants be ordered to pay the maximum amount of prejudgment interest authorized by law;

1 G. That Defendants be required to pay the costs of this action and Plaintiffs'
2 reasonable attorneys' fees incurred in prosecuting this action, as provided for by 15 U.S.C.
3 § 1117, RCW 19.86.020, or otherwise allowed by law;

4 H. That the Court enter an order requiring that identified financial institutions
5 restrain and transfer to Plaintiffs all amounts arising from Defendants' unlawful counterfeiting
6 activities as set forth in this lawsuit, up to a total amount necessary to satisfy monetary judgment
7 in this case; and

8 I. That the Court grant Plaintiffs such other, further, and additional relief as the
9 Court deems just and equitable.

10
11 Dated this 11th day of August, 2022

12 FENWICK & WEST LLP
13 *Attorneys for Plaintiffs*

14
15 By: /s/ Brian D. Buckley
Brian D. Buckley (WSBA No. 26423)

16 1191 Second Avenue, 10th Floor
17 Seattle, WA 98101
18 Telephone: 206.389.4510
Facsimile: 206.389.4511
Email: bbuckley@fenwick.com

19 Jedediah Wakefield (*pro hac vice* forthcoming)
20 555 California Street, 12th Floor
San Francisco, CA 94104
21 Telephone: 415.875.2300
Facsimile: 415.281.1350
22 Email: jwakefield@fenwick.com

23 *Attorneys for Plaintiffs*
24
25
26
27
28